



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

AGREEMENT
BETWEEN
ST. JOHN THE BAPTIST PARISH COUNCIL
AND
GREENUP INDUSTRIES, LLC

THIS AGREEMENT, made the 9th of December, 2019, by and between, St. John the Baptist Parish Council, herein called "Owner", and Greenup Industries, LLC herein called "Contractor":

WITNESSETH:

THAT WHEREAS: in accordance with law, Owner has caused Contract Documents to be prepared and an Advertisement to Bid to be published, for and in connection with *St. John the Baptist Parish Water Meter Reading and Billing System Project*

WHEREAS, Contractor, in response to the Advertisement to Bid, has submitted to Owner, in the manner and at the time specified, a sealed Bid in accordance with Instructions to Bidders; and

WHEREAS, Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the Bids submitted, and has determined Contractor to be the lowest and best Bidder for the Work and duly awarded to Contractor a contract therefore, for the sum or sums named in Contractor's Bid.

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, Owner for itself and its successors, and Contractor for itself, himself, or themselves, and its, his, or their successors and assigns, and its, his, or their executors and administrators, as follows:

ARTICLE I. All notices, letters, and other communication directed to Owner shall be delivered or addressed and mailed, postage prepaid to:

ATTN: Natalie Robottom
Parish President
St. John the Baptist Parish
1811 W. Airline Hwy.
LaPlace, Louisiana 70068



ST JOHN THE BAPTIST PARISH
ELIANADEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
12/13/2019 11:23AM
369894- MO
Deputy Clerk [Signature] #62951

The business address of Contractor given in the Bid Form and Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered.

Contractor may change his address at any time by written notification to Owner.

ARTICLE II. The Contractor shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor for the Work included in and covered by Owner's official award of this contract to Contractor, such award being based on the acceptance by Owner of Contractor's Bid.

ARTICLE III. That owner shall pay to Contractor for performance of the Work embraced in this contract, and Contractor shall accept as full compensation therefore, the sum (subject to adjustment as provided in the Contract Documents) of five million two hundred seventy four thousand nine hundred seventy five dollars and sixty one cents dollars (\$ 5,274,975.61) for all Work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

ARTICLE IV. That Contractor shall complete all Work within **365 calendar days**, after the commencement of Contract Time (as defined in General Conditions).

ARTICLE V. Time is an essential condition of the contract. Should Contractor fail to perform the Work within the Contract Time stipulated herein, Contractor shall pay to Owner, as liquidated damages and not as a penalty, 0.1% of the contract amount including change orders per calendar day of default, or **\$500.00 per day**, whichever is greater, unless the Contract Time is extended by Owner.

After ENGINEER and OWNER conduct a Final Inspection of the Work, a Punch List of outstanding items to be completed, if any, will be issued to the CONTRACTOR. CONTRACTOR shall have thirty (30) calendar days to complete any outstanding items of Work remaining to be completed or corrected as detailed as a result of the Final Inspection. If upon expiration of said thirty (30) calendar days the aforementioned outstanding items of Work have not been completed, liquidated damages in the amount of 0.1% of the contract amount including change orders per day will be reinstated for every day in which the outstanding items of Work have not been completed.

In case of joint responsibility for delay in the final completion of the Work, where two or more separate contracts are in force at the same time and cover related work at the same location, liquidated damages assessed against any one Contractor will be based upon the individual responsibility of that Contractor for the delay as determined by, and in the judgment of, Design Professional.

The expiration of the Contract Time shall ipso facto constitute a putting in default where Contractor has failed to perform the Work, and Owner need not formally place the Contractor in default. Contractor hereby waives any and all notices of default.

ARTICLE VI. Owner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the Terms and/or Conditions of this Agreement; provided that Owner shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of such failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Owner may, at its option, place the Contractor in default and this Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Owner to comply with the Terms and Conditions of this Agreement, provided that the Contractor shall give Owner written notice specifying the failure and a reasonable opportunity for Owner to cure the defect.

Notwithstanding the above, the Contractor will not be relieved of liability to Owner for damages sustained by Owner by virtue of any breach of this Agreement by the Contractor, and Owner may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due Owner is determined.

ARTICLE VII. Pursuant to LSA-R.S. 38:2248 (Public Contract Law), Owner shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing substantial completion or final payment.

<u>CONTRACT AMOUNT</u>	<u>RETAINAGE</u>
\$0-\$499,999.99	10%
\$500,000 or greater	5%

ARTICLE VIII. Performance and Payment Bonds shall provide security for performance of the installation Work under this Agreement. The Performance and Payment Bonds shall not extend to the support and maintenance services described in Ref. No. 3 of the Unit Price Form, as further described in the specifications, and in no event shall the Performance Bonds be deemed to provide security for any maintenance, guarantees or warranties beyond (1) year duration from the completion of the installation Work portion of the Agreement. The Payment Bond shall remain in place until the lapse of forty-five (45) days from the filing of Notice of Acceptance of the Work by Owner.

ARTICLE IX. That the Contract Documents comprise this contract between Owner and Contractor, the Agreement, and the documents identified below:

Contractor's Bid

Addenda No. 1, No. 2 and No. 3

Advertisement for Bids, Contract Documents and Technical Specification dated 8/1/2019

Notice to Proceed

Any Modifications (as defined in General Conditions) duly delivered after execution of this Agreement.

ARTICLE X. In order to induce Owner to enter into this Agreement, and to the extent of their applicability to the work, Contractor makes the following representations,

1. Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress of performance of the Work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by Design Professional in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
3. Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 2 as he deems necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
5. Contractor has given Design Professional written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Design Professional is acceptable to Contractor.

ARTICLE XI. EQUAL OPPORTUNITY CLAUSE: 40 CFR PART 8.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to

post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this equal opportunity clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractors noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of each direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XII. HISTORICAL PRESERVATION CLAUSE: 36 CFR PART 800

The contractor agrees that, should evidence of historical or archeological sites be discovered during construction, all work in the area will cease immediately and the owner will be informed

of the discovery. The owner will, in turn, promptly notify the Municipal Facilities Division of the Louisiana Department of Environmental Quality (DEQ).

After consulting with the appropriate State and Federal agencies, the DEQ will advise the owner of any protective measures that may be required.

ARTICLE XIII. ENDANGERED SPECIES CLAUSE: ENDANGERED SPECIES ACT OF 1973, AS AMENDED

The contractor agrees that, should plants or animals belonging to either endangered or threatened species be discovered in the area of construction or adjacent areas, all work in the area will cease immediately, and the owner will be informed of the discovery. The owner will, in turn, promptly notify the Municipal Division of the Louisiana Department of Environmental Quality (DEQ).

After consulting with the appropriate State and Federal agencies, the DEQ will advise the owner of any protective measures that may be required.

ARTICLE XIV. PRESIDENTIAL EXECUTIVE ORDERS

The contractor is required to comply with the following Presidential Executive Orders:

1. 11625, 12138, and 12434 - Women's and Minority Business Enterprise;
2. 12549 - Debarment and Suspension; and
3. 11246 - Equal Employment Opportunity.

ARTICLE XV. USE OF AMERICAN IRON AND STEEL

In accordance with Section 608 of the Clean Water Act as amended by the Water Resources Reform and Development Act of 2014, the contractor agrees that all of the iron and steel products used in the performance of the contract will be produced in the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first hereinabove written.

WITNESSES:

Raguel G. Richmond
Cynthia Bailey
Cynthia Bailey

Laverne Loomis
[Signature]

GREENUP INDUSTRIES, INC.

By: [Signature]
RODNEY GREENUP

Title: PRESIDENT

ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom

Title: Parish President



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

October 23rd, 2019

Division A
Larry Sorapuru, Jr.
502 Hwy. 18 River Road
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Cell 504-218-9049

Division B
Jaclyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

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Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

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Cell 985-379-6188

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District VI
Larry Snyder
1936 Cambridge Drive
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Cell 985-379-6061

District VII
Thomas Malik
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, October 22nd, 2019.

"Councilwoman Remondet moved and Councilman Sorapuru seconded the motion to grant administration authorization to award the St. John Water Meter Reading and Billing System Project to Greenup Industries, LLC. The motion passed unanimously."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 22nd day of October, 2019.

October 23rd, 2019

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council